



Meg Scott Phipps
Commissioner
Weldon B. Denny
Chief Deputy Commissioner

North Carolina
Department of Agriculture
and Consumer Services
Plant Industry Division

N. David Smith
Assistant Commissioner

W.A. Dickerson
Director

Susan Sheets Baker, Fertilizer Administrator
Gene B. Cross, Plant Pest Administrator
G. Edward Martin, Jr., Seed Program Administrator

Plant Pest Compliance Agreement

Name and Address:

Applicable Quarantines:

Gypsy Moth 2NCAC 48A.1500

I/we do hereby agree to use all certificates in accordance with instructions and to maintain and offer for inspection such records as may be required. All regulated articles shipped under this certificate shall be handled, processed and moved in accordance with the provisions of this quarantine. Proper records will be kept on all certificates used and these records will be surrendered to an inspector of the North Carolina Department of Agriculture and Consumer Services as requested. This agreement will remain in effect until cancelled, but may be revised as necessary or revoked for noncompliance. Upon cancellation or revocation, all certificates will be returned to the North Carolina Department of Agriculture and Consumer Services. This agreement does not affect in any way, now or in the future, other agreements with regards to regulated pests between the agreeing parties and/or between the agreeing parties and other governmental agencies. No liability shall attach to the North Carolina Department of Agriculture and Consumer Services or to any employee or representative of that department with respect to this agreement. All additional conditions, treatments, precautions and sanitary measures will be carried out which may be required by the inspector in the following stipulations:

See Attached List of Stipulations

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(Signature of Owner or His Representative)

(Title)

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(Signature of NCDA&CS Representative)

(Date)

(Agreement No.)



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See Attached List of Stipulations

(Signature of Owner or His Representative)		(Title)	
(Signature of NCDA&CS Representative)		(Date)	(Agreement No.)



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Stipulations For Compliance Agreement

Agreement No. _____ is between _____

hereafter referred to as the "cooperator", and the NC Department of Agriculture and Consumer Services (NDCA&CS).

The cooperator is located in an area that is currently under quarantine for gypsy moth as described under federal or state gypsy moth quarantine rules and regulations.

The cooperator is hereby authorized to ship the following regulated articles:
nursery stock, uncovered greenhouse plants, and outside landscape materials

to non-regulated areas when the following stipulations have been met:

1. The cooperator must provide NDCA&CS personnel access to the property(s) during normal working hours for purposes of conducting inspection and detection activities.
2. The cooperator shall conduct regular inspections of all regulated articles and the environs for the presence of gypsy moth, using various inspection training materials which will be provided by the NDCA&CS.
The cooperator's inspection efforts shall include:
 - A. Close inspection of any incoming regulated articles upon arrival.
 - B. Maintain routine inspection of nursery stock on the premises.
 - C. Conduct an ongoing awareness program involving all employees. Each employee should become familiar with the identification of the gypsy moth and the procedures to follow if any life stages are found.
 - D. Employee should respond to suspected gypsy moth by informing the nurseryman (cooperator) as soon as possible.
 - E. The cooperator or his designated employee(s) should notify the NDCA&CS immediately by phone or within one day whenever gypsy moth, in any life stage or suspected life stage, is detected.
3. Each shipment of regulated articles to non-regulated areas shall be accompanied by a gypsy moth certificate issued by the NDCA&CS. Failure of the cooperator to use these certificates properly and/or the detection of any life stage of the gypsy moth in a shipment for this cooperator may result in a stop-sale notice, treatment or destruction of the material, or the revocation of certification status.
4. If the gypsy moth is detected, NDCA&CS personnel will determine treatments and other measures needed to deal with the infestation. This plan of action will be reviewed with the cooperator. As a condition of this compliance agreement, the cooperator may be assessed treatment costs if repeat infestations are found.
5. The cooperator must keep accurate records of all regulated articles handled, including both incoming and outgoing shipments. Such records should include but not be limited to: dates, descriptions of articles, quantity of articles and the addresses of the origin and destination of shipments. These records are subject to inspection by NDCA&CS personnel.



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Stipulations for Compliance Agreement

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hereafter referred to as the "cooperator", and the NC Department of Agriculture and Consumer Services (NCDA&CS).
The cooperator is hereby authorized to receive and handle the following regulated article(s):
wood with bark attached (timber/logs).

which have originated from areas quarantined for gypsy moth, as described under current federal or state gypsy moth quarantine rules and regulations. The cooperator shall use the regulated articles at the location listed above, or they may be shipped to a regulated area for gypsy moth or other sites as approved by the North Carolina Department of Agriculture and Consumer Services.

1. The cooperator shall provide NCDA&CS personnel with access to the holding areas for the regulated articles and to other areas as needed for the purpose of inspection and conducting gypsy moth detection surveys.
2. If the gypsy moth is detected, NCDA&CS personnel will determine treatments and other measures needed to deal with the infestation. This plan of action will be reviewed with the cooperator. As a condition of this compliance agreement, the cooperator may be assessed treatment costs if repeat infestations are found.
3. The cooperator agrees to keep accurate records of all regulated articles. These records should include dates received, descriptions of articles, quantities involved, and the location and address of origin and destination. Should any life stages of the gypsy moth be found at the cooperator's facility, upon request he will provide these records to NCDA&CS personnel.
4. The cooperator shall notify NCDA&CS within twenty-four (24) hours, and immediately if possible, whenever any life stages of the gypsy moth are found or suspected.